

TRADING TERMS AND CONDITIONS

These Terms and Conditions set out your legal rights and obligations in using the Company's Digital Asset Brokering Services and executing your trade. We recommend you read these carefully.

1. Contract Formation and Overview

1.1 These terms and conditions ("**Terms and Conditions**") govern the terms under which you can use our Digital Asset Brokering Services.

1.2 These Terms and Conditions, together with the Trading Agreement, set out the charges applicable for our services, form your agreement with us (the "**Agreement**").

1.3 By accessing, registering with, and using any of these services, you agree to be bound by the terms of the Agreement.

1.4 The language of the Agreement is English, and all services, instructions and transactions carried out in connection with it will be in English.

1.5 You can obtain a copy of the Agreement at any time by asking us to send you a copy via email.

1.6 In the Agreement, the terms "**Evalect Digital**", "**Company**", "**we**", "**us**", and "**our**" refer to Evalect Digital UAB is a company incorporated and registered in accordance with the applicable laws of the Republic of Lithuania as a Virtual Asset Service Provider, with registration number 305970229, with its registered office at Eišiškių sodų 18-oji g. 11, Vilnius, Lithuania. Its regulated activities include providing cryptoasset activities, in particular digital asset brokering services.

1.7 The terms "**you**" and "**your**" refer to you, the person who has registered to use some or all of the services described in the Agreement.

1.8 This Agreement will be treated as coming into effect on the date you register with us and sign the Trading Agreement and will continue for an indefinite period until terminated by you or us.

2. Definitions

In these Terms and Conditions:

"Business Day" means any day on which we are open for business for the execution of Trading Instructions.

"Trade Amount" means the amount of fiat currency paid to you or received by you depending on the type of trade (BUY vs SELL), exclusive of the Service Fee and/or any other fees, charges or costs we reasonably incur.

"Trading Instruction" means a specific instruction from you (or a third-party provider on your behalf), using the Telegram Group, to:

- (a) lock the price and BUY specific digital asset; or
- (b) lock the price and SELL specific digital asset.

"Prohibited" means activities which involve narcotics, steroids, pharmaceuticals, chemicals, drug paraphernalia, tobacco, seeds, plants, animals, military or semi-military goods or services, weapons (including dual-use goods), adult services or content, binary options, DarkNet Market, Fraud Shops, Mixing or Gambling services, transfer to or from prohibited jurisdictions, persons or entities which fall under the sanction regimes imposed by the UN, US, EU or the UK or any other activities that are prohibited by our policies, including Evalect Digital AML Policy, as amended from time to time. By

Evalect Digital UAB, Eišiškių sodų 18-oji g. 11, Vilnius, Lithuania.
support@evalectdigital.com | evalectdigital.com | Registered in Lithuania, Company No: 305970229

TRADING TERMS AND CONDITIONS

using our service, the customer acknowledges that read and understood the Evalect Digital AML Policy and all other Important Information which is published on our website, www.evalectdigital.com

"Services" means the Digital Asset Brokering Services.

"Service Fee" means our fee described as such in the Trading Agreement.

"Transaction" means the trading transaction using our Services, as the case may be.

"Website" means our public website, www.evalectdigital.com

3. Provision and use of Services

3.1 Subject to the terms of the Agreement, we agree to provide the Services to you using reasonable care.

3.2 You may not be able to use the Services or some aspects of the Services if you are located in certain regions, countries, or jurisdictions. This restriction may also apply where you are temporarily accessing our services from those regions, countries, or jurisdictions (for example, if you are travelling).

3.3 You must not access, use, or attempt to use the Services to provide any Trading Instructions unless you are at least 18 years old. Depending on the country you live in, local laws may set a different age or impose additional rules on your ability to enter into an agreement with us and use our Services. If this is the case, it is your obligation to comply with the local laws which affect you.

3.4 When registering for and using our Service, you must:

(a) provide us with true, accurate, current, and complete evidence of your identity, and promptly update your personal information if and when it changes;

(b) provide us with any documentation as may be requested by us;

(c) provide us with true, accurate, current, and complete information as we indicate on our policies is required to use the Service and any other information which may be required in relation to you.

3.5 You must take reasonable steps to keep the details you use to access our Service, provide Trading Instructions, and prevent their fraudulent use. These steps include:

(a) disguising those details if you write them down and keep them out of sight of third parties who should not have access to your Telegram Group, laptop, mobile phone, or bank account.

(b) not sharing those details with anyone else, unless they are a nominated Trader that you have authorised to give Trading Instructions on your behalf and/or to access your Telegram Group, and they need those details in order to trade on your behalf; and

(c) following any reasonable instructions which we give you or publish on our Website from time to time and which are intended to help you keep your use of our Services safe.

3.8 You must only act on your own behalf. You may not submit a Trading Instruction on behalf of a third person unless you are the nominated traded of the given third person.

TRADING TERMS AND CONDITIONS

3.9 You must not use the Evalect Digital's Service to BUY or SELL digital asset and to transfer Amounts in connection with illegal activity, including but not limited to money-laundering, fraud, and the funding of terrorist organisations. If we reasonably believe you are using our Services in connection with illegal activity or for any fraudulent purpose or are permitting a third party to do so, we may report you to the appropriate legal authorities.

3.10 When using our Services or our Website or when interacting with us, with another user or with a third party, you must do the following:

- (a) comply with the terms of your Agreement with us as well as any applicable laws, rules, or regulations;
- (b) provide confirmation of any information you provide to us, including proof of identity, proof of funds, and documentation supporting your transactions and nature of your activity;
- (c) cooperate in any investigation that we reasonably carry out, or that is carried out by any law enforcement agency, government agency or regulatory authority; and
- (e) not provide false, inaccurate, or misleading information;

3.11 If you have any problems using our Service or our Website, you should contact us without delay through the channels listed at the end of these Terms and Conditions.

3.12 If you suspect or become aware that the details that you use to access the Telegram Group, any of your devices such as PC, laptop, digital tablet, or your mobile phone has been lost, stolen, compromised, used without your authorisation, or used fraudulently, you must contact us immediately through the channels listed at the end of these Terms and Conditions.

3.13 Provided it would not be unlawful for us to do so, and it would not compromise reasonable security measures, we will contact you by phone or email if there is an actual or suspected fraud affecting your use of our Services.

3.14 Nothing in the Agreement or in any other information provided by Evalect Digital as part of the services covered by the Agreement is intended to be, nor should it be construed to be legal or other advice. You must consult your own professional advisers as to the effects of laws which may apply to the Agreement and the services under it.

4. Digital Asset Transfers

4.1 You must not transfer digital assets to people or companies you do not know personally.

4.2 When you BUY digital assets, you are requesting that we execute the trade on your behalf, and you are consenting to us transferring the digital asset to the wallet address provided by you. Your trading instruction will be treated as being received by us once you submit it to us using the Telegram Group.

Cancellation of Digital Asset Transfers

4.3 Once we have received your Trading Instruction and provided the wallet address, you cannot cancel it. In such circumstances, you must contact the wallet holder separately and explain that you want the Digital Asset Transfer to be treated as cancelled if the provided wallet belongs to a third party.

TRADING TERMS AND CONDITIONS

4.4 If we ask you to do so, you must without delay refund to us or a third party of our choice any payment you receive using our Services, where we reasonably believe that the fiat currency payment or digital asset transferred:

(a) resulted from unauthorised use of the Services by you or someone else, or use of the Services by you in contravention of your Agreement with us; or

(b) is connected with illegal, fraudulent, or Prohibited activities carried on by you or someone else.

5. Trade Execution

5.1 When you give us a Trading Instruction, you are requesting that we process the Trade on your behalf, and you are consenting to the execution of the Trade. Your Trading Instruction will be treated as received by us once you submit it to us using the Telegram Group.

5.2 It is your responsibility to make sure all the details are accurate before you give us a Trading Instruction. Once we have received a Trading Instruction, it is not normally possible to change any details of that Trading Instruction. You will be given the opportunity to confirm a Trading Instruction before submission, and you must check the details carefully.

5.3 The total amount (the Trade Amount, Service Fee and other applicable fees and charges) that you must pay and the relevant market spot rate selected by us will be displayed clearly in the Telegram Group before you are asked to confirm your Trade.

6. Cancellation of Trading Instructions

6.1 Once we have received your Trading Instruction, you cannot cancel it.

6.2 Notwithstanding clause 6.1, we may, in our absolute discretion, attempt to reverse your Instruction if you have informed us that you wish us to do so. In some cases, we may have executed the trade and/or transferred the digital asset to the wallet address provided. If this is the case, we cannot guarantee that the reversal will be successful.

6.3 We can apply a charge for attempting to reverse your Instruction.

7. Our Right to Refuse or Delay Processing a Trading Instruction

7.1 We may refuse to process any Trading Instruction or delay processing any such Instruction at any time for any of the reasons set out below:

(a) we are not satisfied that we have your consent;

(b) we reasonably believe that you are using (or are allowing someone else to use) our Services, our Website, in breach of your (or their) Agreement with us or any applicable laws, rules or regulations, or in furtherance of illegal, fraudulent, or Prohibited activities;

(c) we have reason to believe that processing any such payment or Instruction would violate anti-money laundering or counter-terrorism financing laws, rules, and regulations;

(d) we reasonably believe that you are using our Services to purchase goods or services from third parties you do not know or trust or you conduct Prohibited activities or purchase Prohibited goods or services;

TRADING TERMS AND CONDITIONS

(e) we are unable to verify your identity or to verify the source of funds, or we have not received the documentation supporting a given transaction, or we have not received the information regarding the nature and purpose of the business activity and the relationship with the payers or beneficiaries;

(f) you do not provide us with any other information we have reasonably requested from you;

(g) we reasonably believe there may be a fraudulent activity or other financial crime affecting you, or any other person or entity, or any trade;

(h) we are obliged to do so by any law, regulation, court order or instruction from an ombudsman, regulator, or government body;

(i) there is a dispute (which we reasonably believe is genuine) about who owns, or is entitled to, any money or digital asset;

(j) you have broken the terms and conditions of your Agreement with us in a way that we reasonably believe justifies us in refusing or delaying processing any Trading Instruction, and you have not put this right;

(k) we reasonably believe that executing a Trading Instruction would breach the terms and conditions of your Agreement with us;

(l) you are subject to an order relating to your bankruptcy, or you have entered into a voluntary agreement with your creditors; or

(m) we have blocked your (or a Third Party Provider's) use of our Services under clause 12.

7.2 We can charge a fee for refusing any Trading Instruction. Where such a fee applies, it will be set out on our Website or Trading Agreement.

8. Fees and Charges

8.1 For each Trading Instruction you give us, you must pay us the applicable Trading Fee (this will be explained in the Trading Agreement). Payment becomes due at the time that you submit your Trading Instruction for Execution.

8.2 The Trading Fee for all trades executed with Evalect Digital UAB is set as a percentage (%), or basis points (bps) value per transaction on top of the market spot price at the time of execution.

8.3 If you submit a Trading Instruction that results in us becoming liable for charges (including but not limited to chargeback or other fees which we are obliged to pay), you must reimburse us for all such fees.

9. Collection of Information

Customer Identification

9.1 All the Virtual Asset Service Provider regulated firms are required to assist in the fight against money laundering activities and the funding of terrorism by obtaining, verifying, and recording identifying information about all customers. We may therefore ask you to supply us with personal identifying information relating to you, other parties, and we may also legally consult other sources to obtain information about you and any other party.

TRADING TERMS AND CONDITIONS

Verification and Checks

9.2 We will verify your residential address and personal details in order to confirm your identity. We may also pass your personal information to a credit reference agency, which may keep a record of that information. Be assured that this is done only to confirm your identity and that we do not perform credit checks, and therefore your credit rating will be unaffected. We may also need to verify the identity of other parties involved in the same way. Or we may need to request and verify information regarding the source of funds, nature and purpose of the activity, the relationship between the payers and/or beneficiaries etc. All information provided by you will be treated securely and strictly in accordance with all applicable law. We may do this directly, for example, by asking you for additional information or asking you to take steps to confirm the source of funds, ownership of wallets, addresses, or indirectly, for example, by verifying your information against third party databases or through other sources.

Government Disclosures

9.3 We may be obliged by law to provide information about you, your use of our Services, and our policies, and your Trading Instructions to the government or other competent authorities as described in our Privacy Policy and AML policies.

10. Intellectual Property

10.1 Our Services and our Website, and the content, and all intellectual property relating to them and contained in them (including but not limited to copyrights, patents, database rights, trademarks, and service marks) are owned by UAB Evalect Digital, our affiliates, or third parties. All rights, titles, and interest in and to our Service and our Website will remain UAB Evalect Digital's property.

10.2 Our Services and our Website may be used only for the purposes permitted by these Terms and Conditions or described in our policies. You are authorised solely to view and to retain a copy of the pages of the Website for your own personal use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit our Services or our Website or any portion of it for any public or commercial use without our express written permission. You may not: (a) use any robot, spider, scraper, or other automated devices to access our Services or Website; and/or (b) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Website (or printed pages of the Website).

10.3 The name "Evalect Digital" and other names and indicia of ownership of Evalect Digital's products and/or services referred to in our Services or Website are our exclusive marks or the exclusive marks of other third parties. Other products, services and company names appearing on the Website may be trademarks of their respective owners, and therefore you should not use, copy, or reproduce them in any way.

11. Liability

Informing us about an unauthorised or incorrect trade

11.1 If you believe that a trade was executed using one of our Services was made without your authorisation or was not executed correctly; you must contact us through the channels listed at the end of these Terms and Conditions without undue delay and in any event within 30 days of the date on which the trade occurred.

TRADING TERMS AND CONDITIONS

Where there is an unauthorised trade

11.2 We will not refund you where money or digital asset belonging to you (either money you have given us in order to execute a Trade or digital asset) has transferred to someone else without your authorisation.

11.3 What we can do is to assist you in providing the information needed to file a report to Fraud Action, which is a dedicated Police unit fighting fraud and tracing as much as possible the movement of the digital asset on the blockchain.

11.4 If we suspect you have acted fraudulently, we can decide not to provide any information to you, or we can investigate the circumstances further. You must cooperate with us and law enforcement agencies if we need to involve them. If we carry out an investigation and decide that you acted fraudulently, we reserve the right to offboard you as a customer and notify the corresponding competent authority.

Where a trade has not been executed or has been executed incorrectly or late

11.5 We will refund you where you gave us a Trading Instruction, and we did not execute this, or we sent the digital assets to the wrong wallet address. However, we will not be obliged to refund you in any of the following circumstances:

(a) if we executed the trade on time and in accordance with your Trading Instruction. If you gave us incorrect trade execution details, including but not limited to the wallet address, or you want to recover the funds for some other reason, we will make reasonable efforts to recover the funds, including the digital assets. We may charge a reasonable fee, reflective of our efforts, for doing this. If we are unable to recover the funds, including the digital assets, and if you give us a written request for details, we will provide the details we have, including the wallet address where the digital assets have been transferred to;

(b) if we had reasonable grounds to delay processing your Instruction, under clause 7.1;

(c) if it was not possible for us to process your Trading Instruction due to circumstances beyond our reasonable control as explained in clause 11.7.

11.6 If you are entitled to a refund, we will credit the amount of the refund (together with any fees we have charged) back to you in the same currency in which the payment was (or was supposed to have been) made. We will not have any other liability to you.

Other circumstances in which we will not be liable

11.7 Except where (and to the extent that) the laws and regulations applicable to us say otherwise, we will not be liable to you for:

(a) any failure to execute a Trading Instruction or make our Services available to you, or any losses or delays in the transmission of messages, when we carry out maintenance or updates or as a result of circumstances which could reasonably be considered to be due to abnormal and unforeseen circumstances or outside our control or due to our obligations under any applicable laws, rules, or regulations;

(b) malfunctions in communications facilities which cannot reasonably be considered to be under our control and that may affect the accuracy or timeliness of messages you send to us;

(c) any losses or delays in transmission of messages arising out of the use of any internet or telecommunications service provider or caused by any browser or other software which is not under our control;

TRADING TERMS AND CONDITIONS

(d) any losses or delays caused by us exercising our lawful rights or performing our obligations under the Agreement or in accordance with law, regulation, a court order or an instruction from an ombudsman, regulator, or government body;

(e) errors caused by incomplete or incorrect information provided to us by you or a third party who is acting on your behalf;

(f) any use by you of our Services or our Website Services which is in breach of the terms of the Agreement;

(g) any use by you of our Services or our Website for a commercial, business or resale purpose. In particular, and without limiting this exclusion, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity; or

(h) any loss or damage which we could not reasonably have foreseen as being likely to occur as a result of something we have done or not done.

Other rules on liability

11.8 Nothing in this clause 11 excludes or limits liability on our part for death or personal injury resulting from our negligence or for fraud.

11.9 Save where another rule in this clause 11 applies, or where the law says you are not liable, you will be liable to us, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of any use by you (or anyone acting on your behalf) of our Services, and/or our Website which is in breach of your Agreement with us.

11.10 If there are insufficient funds transferred to us to repay us what you owe us, you must repay the amount outstanding to us immediately on demand.

12. Our Right to Block Access

12.1 We can stop or block your access to and use of our Services if:

(a) you have notified us, or we reasonably believe, that the details you use to access the Telegram Group, or your device, or money in your Bank Account, has been lost, stolen, compromised, used without your authorisation, used fraudulently, or might have an illegal origin or might be proceeds of crime;

(b) we are obliged to do so by law, regulation, a court order or the instructions of an ombudsman, regulator, or government body; or

(c) we have not received any information or documentation requested as part of the legal obligation to conduct due diligence and monitor customer's transactions.

12.2 We can deny a Third Party access to our Services if we reasonably believe that access to our Services by them, or any Trading Instruction we receive from them, is unauthorised or fraudulent.

13. Electronic Communications

13.1 The Terms and Conditions and the Trading Agreement form the Agreement between us. The Terms and Conditions are deemed as accepted when the Trading Agreement is signed and submitted via email to us or when it is entered into electronically, and the following categories of information ("Communications") may be provided by electronic means:

TRADING TERMS AND CONDITIONS

- (a) our Agreement with you and any amendments, modifications, or supplements to it;
- (b) your records (e.g., of transactions) using our Services;
- (c) any initial, periodic, or other disclosures or notices provided in connection with the Services, including without limitation those required by law;
- (d) any customer service communications, including without limitation communications with respect to claims of error or unauthorised use of the Services or our Website; and
- (e) any other communication related to our Services or the Website.

13.2 We are not able to provide Communications in paper format or through other non-electronic means. You can withdraw your consent to receive Communications electronically, but if you do, we will treat this as notice that you wish to terminate your Agreement with us. In order to withdraw your consent, you must contact us using our contact information at the end of these Terms and Conditions.

13.3 In order to access our Services and Communications, you must have a Telegram application installed on your mobile phone, PC, laptop, or digital tablet. The Telegram application supports MTProto encryption protocol based on 256-bit symmetric AES encryption in order to comply with law, regulation or good industry practice in order to protect the security of data.

13.4 In addition, you must promptly update us with any change in your email address by sending an email to support@evalectdigital.com

14. Changes to the Agreement

14.1 We can change, remove, vary, or add to any of the terms of our Agreement with you at any time. These changes may include, but not be limited to:

- (a) changing or withdrawing any part of our Services;
- (b) introducing new services, which will then form part of our Services;
- (c) introducing a new Trading or Service Fee or charge; or
- (d) increasing, decreasing, or abolishing an existing Trading or Service Fee or charge.

14.2 We can make changes to the Agreement for any of the following reasons:

- (a) to reflect any change in law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;
- (b) to reflect any changes in our business organisation (for example, if we merge with another organisation or transfer our business to another organisation) or the Service Providers we use;
- (c) to provide you with extra benefits or additional services;
- (d) to reflect (in a proportionate way) changes in our costs in providing our services, for example, changes in market conditions, technology costs, inflation and/or the costs of providing facilities;

TRADING TERMS AND CONDITIONS

(e) to reflect (in a proportionate way) any cost associated with any new product or service we introduce, or any new feature on an existing product or service, or any change in the Service Providers we use;

(f) to make the terms clearer or fairer to you or to benefit you.

14.3 We can also introduce, increase, decrease or abolish trading limits for certain types of trades executed for you using our Services from time to time. We may do this for any of the following reasons:

(a) to comply with the law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection and/or the security of payment and financial systems;

(b) to take account of and address (as a prudent institution) risks we have identified in the payments that our customers are receiving or trades carrying out, or to anticipate any such risks arising; or

(c) to reduce the risks of financial crime.

We may publish details of trading limits on our Website, or in our policies, or details may be available from us on request.

14.4 Whenever we decide to make a change, we will act reasonably, and any change will be proportionate to the circumstances giving rise to the change.

14.5 As our Agreement with you may last for a long time, and we cannot anticipate everything that might happen during that time, we may also need to make changes for other justifiable reasons. If we do so, we will explain the reason to you when we tell you about the change.

14.6 Except in the situations explained in clause 14.7, we will give you personal notice of the change two (2) months prior to the change where:

(a) we change the terms and conditions which deal with the way payments can be made by you or to you, to settle a trade;

(b) we make a change to your disadvantage; or

(c) we introduce a new Trading or Service Fee or charge.

In these circumstances, you can ask us to close any account you hold with us (or that we hold to your order) at any time before the change comes into effect, and the normal notice period for closure will not apply. If you do not ask us to do this, you will be treated as having accepted the change.

14.7 The following are circumstances where we can make a change to the Agreement more quickly (including immediately) without giving you prior notice. In these circumstances, you will not have the right to close your account without giving the usual notice. The circumstances are:

(a) where we are obliged to make the change due to compliance with the law, regulation, codes of practice or guidance, or a recommendation, decision or order of a court, ombudsman, regulator or government body, or new statements, codes of practice or industry guidance designed to enhance consumer protection;

TRADING TERMS AND CONDITIONS

(b) where we are obliged to introduce, increase, decrease or abolish a transaction limit urgently for any of the reasons explained in clause 14.3. In addition, we may not be able to give you notice of the change where we reasonably believe doing so might compromise the security of our systems;

(c) where we introduce a new service or functionality (and even if we introduce new charges for that service), provided the introduction of the new service does not affect your use of our existing services; or

14.8 In the case of all other changes apart from those set out in clauses 14.6 and 14.7, we can make the change immediately, without giving you personal notice. Instead, we will update the copy of the Agreement on our Website. You should check our Website regularly so that you are familiar with the up to date terms of your Agreement.

15. Termination

15.1 You can terminate the Agreement on one month's written notice unless we have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) we have not put this right within a reasonable period of time requested by you. In this case, you can terminate the Agreement with immediate effect.

15.2 We can terminate the Agreement upon two months' notice, except as provided for in clause 15.3 or clause 15.4.

15.3 We can terminate the Agreement with immediate effect if you:

(a) become, or we reasonably believe or become aware you are likely to become, insolvent or are declared bankrupt;

(b) have broken the terms of your Agreement with us in a serious way, and (where it is possible to put this right) you have not put this right within a reasonable period of time requested by us;

(c) through any means of communication intimidate, harass, or threaten us, our employees, officers, agents, Service Providers or customers with violence, property damage or any other offensive, indecent, discriminatory, or hateful material;

(d) breach or attempt to breach the security of our Website or our Services (including, but not limited to, modifying, or attempting to modify any information; unauthorised log-ins, unauthorised data access or deletion; interfering with the service, system, host, or network; reverse engineering of any kind; spamming; hacking; falsifying data; introducing viruses, Trojan horses, worms or other destructive or damaging programs or engines; or testing security in any way); or

(e) are, in our reasonable belief, using any of our Services in connection with fraudulent, illegal, unethical, immoral, or Prohibited activity, or to promote or support discriminatory, extreme, or offensive practices, or permitting or encouraging a third party to do any of these things.

15.4 We can terminate the Agreement with immediate effect if:

(a) we are obliged to do so by law, regulation, a court order, or the instructions of an ombudsman, regulatory or government body, or we reasonably believe that a court order is, or instructions from an ombudsman, regulatory or government body are, likely to be given; or

(b) we reasonably believe that the way in which you are using some or all of our Services might expose us to any sanction, penalty, fine, censure, direction or order from any court, ombudsman, regulatory or government body, unless we terminate your Agreement with us with immediate effect.

TRADING TERMS AND CONDITIONS

15.5 Termination of this Agreement will not affect any claims that you have against us or that we have against you, which arose before the date of termination. For example, we have the right to demand payment of any Trading or Service Fees for Services provided prior to termination.

16. General

Governing law

16.1 This Agreement, and our communications with you prior to you entering into this Agreement, will be governed by Lithuanian law, and the courts of Lithuania, governed by the FNTT, will have exclusive jurisdiction over any disputes arising from this Agreement.

No Waiver

16.2 Our failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision.

Transfer of rights

16.3 You cannot transfer any of your rights under this Agreement.

16.4 We can assign all or any of our rights under this Agreement to another person. We may also transfer all or any of our obligations, but only to someone we reasonably consider capable of performing them.

Entire Agreement

16.5 The Agreement formed of these Terms and Conditions and the Trading Agreement signed by you constitutes the entire agreement between us and supersedes all prior understandings or agreements relating to the subject matter of this Agreement.

Severability

16.6 If any provision of the Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavour to give appropriately valid effect to the intention of the Agreement as reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.

Cancellation and Cooling-Off Period

16.7 You have the right to cancel your Agreement with us. The cancellation period begins on the day after you register with us and ends 14 calendar days later. You can exercise your right of cancellation by calling us or sending us an email to support@evalectdigital.com. Our contact details are also set out on our cancellation website will terminate your Agreement with us with immediate effect.

16.8 If you cancel your Agreement with us, and there are any funds unsettled, we will refund to you any funds which have been transferred to us to execute a trade. We will not apply any charge for doing so. You will remain liable to pay any fees or charges payable to us under the Agreement in respect of any services we have provided to you prior to cancellation. We may deduct these fees or charges from any amount we pay to you.

16.9 If you do not exercise your right to cancel the Agreement during the 14-day cancellation and cooling-off period, the Agreement will be binding on you. You will, however, be able to terminate the Agreement in accordance with clause 15.

TRADING TERMS AND CONDITIONS

Important Information – FSCS Protection and FOS Jurisdiction

16.10 Evalect Digital UAB operates as an Over-the-Counter (OTC) cryptocurrency broker and is allowed to provide its customers with certain cryptocurrency brokerage services. But it is important for you to remember that we are not a bank or credit institution, so any funds we may receive from you are not protected by the Financial Services Compensation Scheme, and our cryptoasset activity is not within the scope of the jurisdiction of the Financial Ombudsman Service.

Important Information – Client Money and Trade Execution

16.11 Customers wishing to solicit Evalect Digital UAB to buy and sell cryptocurrencies must make, within an adequate time, a transfer of funds to the Company client segregation bank account. The funds sent to the Company's client segregation account **will be** segregated from the Company's other funds and bank accounts. The funds must equal the cryptocurrency transaction amount required. We currently receive fiat currency transfers in GBP, EUR, or USD.

Evalect Digital UAB does not act in the capacity of a "custodian" and shall not hold client money within its Company bank account for longer than is deemed reasonable for client trading activity. Client money held in the Company bank account of Evalect Digital UAB will be automatically re-credited to the designated client account within a reasonable timeframe should no cryptocurrency trade take place.

Important Information – Segregation of Client's cryptocurrency

16.12 You acknowledge and accept that your cryptocurrency **will be** segregated from the Company's Cryptocurrency and/or any other Company's funds.

You acknowledge and accept that your cryptocurrency **will not be** segregated from the cryptocurrency of other clients of the Company. The Company may use shared blockchain addresses controlled by the Company to hold cryptocurrencies held on behalf of you and the Company shall not have any obligations to use different blockchain addresses to store cryptocurrencies owned by you and/or cryptocurrencies owned by other clients. Should the company become subject to insolvency proceedings, it is unclear how the cryptocurrency (which are held by the Company at that time) would be treated and what rights you would have to the ownership of the cryptocurrencies as opposed to other clients of the Company.

Important Information – Anti-Money Laundering and Counter Terrorist Financing Policy

16.13 Evalect Digital is Virtual Asset Service Provider which may be found on the website www.evalectdigital.com under the "Important Information tab". Please, note that non-compliance with the Company's AML Policy constitutes a serious breach of this Agreement which leads to the termination of this Agreement with immediate effect.

Limitation of Liability and Risk Warning

16.14 All digital assets traded with Evalect Digital UAB carry a high degree of risk to your capital. They are not suited to all investors, so please ensure that you fully understand the risks involved and seek independent advice if necessary.

16.15 The value of investments in digital assets and the income from them may go down as well as up. Changes in the rate of exchange may have an adverse effect on the value, price, and income. In some instances, the investor may get back less than he or she invested.

TRADING TERMS AND CONDITIONS

Important Information – Fraud Warning

16.16 We take security very seriously at Evalect Digital, and we work hard to make sure that your information remains secure. The Evalect Digital service is a safe and convenient way to buy and sell digital assets. You should not transfer digital assets to people or companies you do not know.

However, we do advise you to consider very carefully before transferring digital assets to anyone that you do not know well. In particular, you should be very cautious of deals or offers that seem too good to be true - they may be scams. If you are aware of anyone or any entity that is using our Services inappropriately, please email us at support@evalectdigital.com. Similarly, if you receive any emails purporting to be from Evalect Digital, which you suspect may be "phishing" (fake) emails, please forward the email to us at support@evalectdigital.com.

Contact Information

Questions, notices, and requests for refunds or further information should be sent to Evalect Digital by email at support@evalectdigital.com

or by post to: Evalect Digital UAB, attn: Customer Support Service, Eišiškių sodų 18-oji g. 11, Vilnius, Lithuania